



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 11, 2009

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 August 11, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**ALAMITOS BARRIER PROJECT CONDITION ASSESSMENT
COOPERATIVE AGREEMENT
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

This action is to enter into a cooperative agreement with the Orange County Water District and the Water Replenishment District of Southern California to perform a condition assessment of the Alamitos Barrier Project.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that entering into this cooperative agreement is exempt from the provisions of the California Environmental Quality Act.
2. Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into a cooperative agreement with the Orange County Water District and the Water Replenishment District of Southern California to perform a condition assessment of the Alamitos Barrier Project. The total cost of the project is estimated to be \$600,000 and will be financed with the Fiscal Year 2009-10 Los Angeles County Flood Control District Fund Budget. Under this cooperative agreement, the Orange County Water District and the Water Replenishment District of Southern California will each reimburse the Department of Public Works for one-third of the cost to perform the study, up to \$200,000 each.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to conduct a condition assessment of the Alamitos Barrier Project (ABP) infrastructure. The assessment will recommend repairs, improvements, and measures to prevent future shutdowns in an effort to protect the underground water supply from seawater intrusion. The Department of Public Works (Public Works) will return to your Board requesting approval to award the consultant services agreement for the assessment.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The recommended actions will help achieve these goals by maximizing the effectiveness of County infrastructure and ensuring the County's residents receive quality infrastructure services. Public Works will receive reimbursement funding for two-thirds of the cost to perform the assessment, up to \$400,000.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total cost of the condition assessment is estimated to be \$600,000 and will be financed with the Fiscal Year 2009-10 Los Angeles County Flood Control District Fund Budget. Under this cooperative agreement, the Orange County Water District (OCWD) and the Water Replenishment District of Southern California (WRD) will each reimburse Public Works for one-third of the cost to perform the assessment, up to \$200,000 each.

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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Los Angeles County Flood Control District (LACFCD) is the lead agency for the condition assessment and will be reimbursed one-third of the cost to perform the assessment from each participating agency. A cooperative agreement substantially similar to the cooperative agreement attached as Exhibit A, which has been approved as to form by County Counsel, will be used to collect funds from the OCWD and the WRD.

The ABP is jointly owned by the LACFCD and the OCWD and is operated by the LACFCD. Freshwater is injected into the underlying aquifers to develop a pressure ridge that prevents seawater from intruding into and degrading the underground source of potable water supply. Due to the age and recent repairs to the ABP, the LACFCD seeks to assess the condition of selected wells, the water supply lines, valves, and appurtenances through a consultant services agreement. Public Works will return to your Board requesting approval to award the consultant services agreement.

ENVIRONMENTAL DOCUMENTATION

Entering into the cooperative agreement for the condition assessment is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15262 of the CEQA guidelines. This exemption provides for feasibility or planning studies for possible future actions, which have not been approved, adopted, or funded.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The condition assessment will evaluate the ABP infrastructure and recommend repairs and improvements to Public Works' infrastructure to protect our groundwater supply from seawater intrusion.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Water Resources Division.

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Respectfully submitted,

A handwritten signature in black ink that reads "Gail Farber". The signature is written in a cursive, flowing style.

GAIL FARBER

Director

GF:MP:abc

Enclosures

c: Chief Executive Office (Lari Sheehan)
County Counsel
Executive Office

**Agreement to
Jointly Fund a
Condition Assessment of
the Alamitos Barrier Project
Between
Los Angeles County Flood Control District,
Water Replenishment District of Southern California,
and
Orange County Water District**

THIS AGREEMENT, made and entered into this _____ day of _____, 2009, by and between the Los Angeles County Flood Control District (LACFCD), Water Replenishment District of Southern California (WRD), and Orange County Water District (OCWD) (collectively referred to as "Parties" or individually as "Party").

WHEREAS, the County of Los Angeles and the County of Orange are home to approximately 10 million and 3 million residents, respectively, who depend on reliable sources of water; and

WHEREAS, approximately two-thirds of the water supply is imported from sources outside of the region; and

WHEREAS, in addition to imported water, the water supply also depends on groundwater that is recharged from a variety of sources, including injection at the Alamitos Barrier Project (BARRIER); and

WHEREAS, LACFCD is a special district organized and operating under the County of Los Angeles Flood Control Act, Water Code Unified Acts, Act 4463 (hereinafter referred to as Flood Control Act); and

WHEREAS, pursuant to the Flood Control Act, the LACFCD is authorized to manage flood control and water conservation facilities within its boundaries, and said efforts include injection of water at the BARRIER to recharge the groundwater basins within the County of Los Angeles, including the subterranean regional aquifer known as the Central Groundwater Basin (Central Basin); and

WHEREAS, LACFCD and OCWD own, and LACFCD operates, the BARRIER, which consists of injection wells, observation wells, extraction wells, water supply lines, pressure-reduction facilities, and related appurtenances for the purpose of injecting water; including to aid in the replenishment of the water supply of the Central Basin and the Orange County Groundwater Basin (Orange County Basin) and to form a hydraulic barrier to prevent seawater from intruding into the Central Basin and Orange County Basin; and

WHEREAS, WRD is a special district created pursuant to California Water Code, Section 60000, *et seq.*, adopted by the California legislature in 1955; and

WHEREAS, WRD has operated since 1959 to protect and preserve the quantity and quality of the groundwater supplies in the Central and West Coast groundwater basins, which basins serve as the source of nearly 40 percent of the water used by the 4 million people overlying the WRD's 420-square-mile service area; and

WHEREAS, WRD's mission includes managing and safeguarding the groundwater resources of the Central Basin by ensuring its water quality and by maximizing the amount of groundwater in the basins; and

WHEREAS, OCWD is a special district created by the OCWD Act and adopted by the California legislature in 1933; and

WHEREAS, OCWD has operated since 1933 to manage the Orange County Basin, which supplies water to more than 20 cities and water agencies to serve more than 2.3 million Orange County residents; and

WHEREAS, OCWD's mission includes managing and safeguarding the groundwater resources of the Orange County Basin through water conservation, ensuring its water quality, ensuring a reliable supply of water for the region, and maximizing the amount of groundwater in the basin; and

WHEREAS, WRD supplies reclaimed water and purchases imported water, OCWD purchases both reclaimed water and imported water, and LACFCD conveys and injects the water into the BARRIER; and

WHEREAS, OCWD and WRD benefit from the efforts of LACFCD to inject water at the BARRIER to replenish the water supply of the Central and/or Orange County Basins and to prevent seawater from intruding into the Central and/or Orange County Basins; and

WHEREAS, LACFCD, WRD, and OCWD desire to perform a condition assessment of the BARRIER to determine if improvements are required to prevent future shutdowns of the BARRIER and to maintain protective groundwater elevations with a high level of efficiency.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by LACFCD, WRD, and OCWD, and of the premises herein contained, it is hereby agreed by the Parties as follows:

SECTION 1 – SCOPE OF WORK

The condition assessment of the BARRIER wells and water supply facilities together with its deliverables (Scope of Work), as developed jointly by LACFCD, WRD, and OCWD, are attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2 – REQUEST FOR PROPOSALS/CONSULTANT SELECTION

LACFCD shall have the authority to hire a third-party consultant (“Consultant”) to perform the Scope of Work by means of procurement procedures that satisfy the LACFCD’s normal procurement and contract process. At the time of the selection of the Consultant to perform the Scope of Work under this AGREEMENT, LACFCD shall include WRD and OCWD on the proposal selection committee. The selected Consultant shall be awarded a contract to perform the Scope of Work.

SECTION 3 – PAYMENTS

WRD and OCWD shall each be responsible to reimburse LACFCD for Consultant services in the amount not to exceed Two Hundred Thousand Dollars (\$200,000) or one-third of the total amount invoiced by the Consultant, whichever is less. LACFCD shall invoice WRD and OCWD monthly based on invoices it receives from the Consultant. LACFCD shall be responsible for all costs of the Scope of Work in excess of said contributions by WRD and OCWD. WRD and OCWD will not reimburse LACFCD for any additional costs to perform or complete the Scope of Work except pursuant to a written amendment to this Agreement.

SECTION 4 – REPORT OF FINDINGS

LACFCD shall provide both WRD and OCWD with one copy each of the draft report of findings submitted by the Consultant. Comments from WRD and OCWD on the draft report of findings must be submitted to LACFCD within fourteen (14) days of LACFCD providing the draft report of findings to be considered for incorporation into the Final Comprehensive Report of Findings. LACFCD shall also provide both WRD and OCWD with one hard copy and one electronic copy each of the Final Comprehensive Report of Findings.

SECTION 5 – NOTICES

Notices required or permitted shall be given by personal delivery or by first class mail, postage prepaid, or facsimile transmission to:

LACFCD
County of Los Angeles Department of Public Works
Attention Assistant Deputy Director – Water Resources Division
900 South Fremont Avenue, 2nd Floor
Alhambra, CA 91803-1331

Water Replenishment District of Southern California
Attention General Manager
4040 Paramount Boulevard
Lakewood, CA 90712

Orange County Water District
Attention General Manager
18700 Ward Street
Fountain Valley, CA 92708

SECTION 6 – INDEMNIFICATION

- a. LACFCD shall hold harmless, defend at its own expense, and indemnify OCWD and WRD, its officers, employees, representatives and agents against any and all liability, claims, losses, damages, or expenses arising from the negligence or willful misconduct of LACFCD or its officers, employees, representatives or agents in rendering services under this AGREEMENT; excluding, however, such liability, claims, losses, damages, or expenses arising solely from the respective negligent or willful acts of OCWD or WRD, its officers, employees, representatives and agents.
- b. OCWD shall hold harmless, defend at its own expense, and indemnify LACFCD and WRD, its officers, employees, representatives and agents against any and all liability, claims, losses, damages, or expenses arising from the negligence or willful misconduct of OCWD or its officers, employees, representatives or agents in rendering services under this AGREEMENT; excluding, however, such liability, claims, losses, damages, or expenses arising solely from the respective negligent or willful acts of LACFCD or WRD, its officers, employees, representatives and agents.
- c. WRD shall hold harmless, defend at its own expense, and indemnify LACFCD and OCWD, its officers, employees, representatives and agents against any and all liability, claims, losses, damages, or expenses arising from the negligence or willful misconduct of WRD or its officers, employees, representatives or agents in rendering services under this AGREEMENT; excluding, however, such

liability, claims, losses, damages, or expenses arising solely from the respective negligent or willful acts of LACFCD or OCWD, its officers, employees, representatives and agents.

SECTION 7 – ASSIGNMENT

No one party to this AGREEMENT shall assign, sell, or otherwise transfer any obligation or interest conferred in this AGREEMENT without the specific written consent of the other Parties to this AGREEMENT.

SECTION 8 – APPLICABLE LAW

This AGREEMENT shall be construed in accordance with and governed by the laws of the State of California and action brought relating to this AGREEMENT shall be brought solely in a court of competent jurisdiction in the County of Los Angeles, California.

SECTION 9 – INTEGRATION

This AGREEMENT represents the entire understanding of the parties. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this AGREEMENT.

SECTION 10 – SEVERABILITY

In the event that any provision herein is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall not affect the validity of the remaining provisions of this AGREEMENT, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the date first above written.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

By _____
Chief Engineer

APPROVED AS TO FORM:

ROBERT KALUNIAN
Acting County Counsel

By _____
Deputy

WATER REPLENISHMENT DISTRICT
OF SOUTHERN CALIFORNIA

By _____
Robb Whitaker, General Manager

APPROVED AS TO FORM:

MEYERS, NAVE, RIBACK,
SILVER & WILSON

By _____
James M. Casso
Attorneys for the Water Replenishment
District of Southern California

ORANGE COUNTY WATER DISTRICT

By _____
Mike Markus, General Manager

APPROVED AS TO FORM:

RUTAN & TUCKER

By _____
Joel D. Kuperberg
Attorney for the Orange County
Water District

MJF:vt

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